


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER DACW67-03-B-0015	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED August 22, 2003	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			

4. CONTRACT NUMBER DACW67-03-C-0021	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-3209-8247	6. PROJECT NUMBER
7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-CU PO Box 3755 Seattle, WA 98124-3755	CODE W68MD9	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-CU Seattle, WA 98124-3755 HAND CARRY: Preston Conference Room 4735 East Marginal Way South Seattle, WA 98134-2385 BID OPENING ROOM: Preston Conference Room
9. FOR INFORMATION CALL 	A. NAME See Information Page inside Front Cover	B. TELEPHONE NUMBER (include area code) (NO COLLECT CALLS) See Information Page inside Front Cover

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):
 Furnish all labor, materials and equipment and perform all work for Swinomish Channel and Squalicum Waterway Maintenance Dredging, Skagit County and Whatcom County, Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

1. Solicitation DACW67-03-B-0015 dated August 15, 2003 with 1 amendments.
2. Wage Determinations: WA030001 with 0 modification number.
3. Drawings as listed in Section 00800
4. See page 00010-3 for alterations to Contract

11. The Contractor shall begin performance within 5 calendar days and complete it within * calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See * Paragraph SC-1, 00800.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time September 22, 2003 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)
MANSON CONSTRUCTION CO.
5209 EAST MARGINAL WAY SO.
SEATTLE, WA 98134

Tax ID No: **91-0306160** DUNS No: **00-794-2824**
 eMail: **fpau@mansonconstruction.com**

CODE FACILITY CODE

15. TELEPHONE NUMBER (Include area code)

(206) 762-0850

FAX: **(206) 764-8595**

16. REMITTANCE ADDRESS (Include only if different than item 14)

MANSON CONSTRUCTION CO.
P.O. BOX 24067
SEATTLE, WA 98124-0067

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than 1 minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)

AMOUNTS

See page 00010-5

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	DATE								
0001	09/11/03								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

MANSON CONSTRUCTION CO.
ERIC V. HAUG
EXECUTIVE VICE PRESIDENT

20B. SIGNATURE

Eric V. Haug

20C. OFFER DATE

09/22/03

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

0001 THRU 0005AB

22. AMOUNT

\$1,785,000.00

23. ACCOUNTING AND APPROPRIATION DATA

SEE ALLOCATION PAGE

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
 (4 copies unless otherwise specified)

ITEM

26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()

☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

United States Army Corps of Engineers Seattle District
ATTN: CENWS-OD
PO Box 3755
Seattle, WA 98124-2255

27. PAYMENT WILL BE MADE BY

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD. (Contractor is not required to sign this document.) You offer on this solicitation is hereby accepted as to the items listed. The award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
 (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

CHERYL A. ANDERSON
CONTRACTING OFFICER

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

Cheryl Anderson

25 Sept 2003


STANDARD FORM 1442 BACK (REV. 4-85)

00010-2

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, JOHN A. HOLMES, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that ERIC V. HAUG who signed this contract on behalf of the Contractor was then EXECUTIVE VICE PRESIDENT of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

 (CORPORATE SEAL)
(Secretary)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
0001	Mobilization and Demobilization for Swinomish Channel Dredging	1	JOB	L.S.	\$ <u>70,000.00</u>
0002	Dredging and Open Water Disposal of Dredged Material from Swinomish Channel (FY 2003) (Sta. 16+00 to 151+00):				
0002AA	First 12,000 CY	12,000	CY	\$ <u>9.00</u>	\$ <u>108,000.00</u>
0002AB	Over 12, 000 CY	8,000	CY	\$ <u>9.00</u>	\$ <u>72,000.00</u>
0003	Dredging and Open Water Disposal of Dredged Material from Swinomish Channel (FY 2003) (Sta. 338+00 to 519+00):				
0003AA	First 30,000 CY	30,000	CY	\$ <u>6.00</u>	\$ <u>180,000.00</u>
0003AB	Over 30,000 CY	10,000	CY	\$ <u>6.00</u>	\$ <u>60,000.00</u>
0004	Mobilization and Demobilization for Squalicum Waterway Dredging	1	JOB	L.S.	\$ <u>175,000.00</u>
0005	Dredging and Open Water Disposal of Dredged Material from Squalicum Waterway (FY 2004) (Sta. 6+12 to 50+00):				
0005AA	First 140,000 CY	140,000	CY	\$ <u>6.00</u>	\$ <u>840,000.00</u>
0005AB	Over 140,000 CY	70,000	CY	\$ <u>4.00</u>	\$ <u>280,000.00</u>
			TOTAL		\$ <u>1,785,000.00</u>